

APPENDIX A

Approved, SCAO

Original Court
1st copy - Defendant

Revised

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN

41A(2) DISTRICT COURT

SUMMONS AND COMPLAINT

CASE NO.

Court address

40111 DODGE PARK ROAD, STERLING HEIGHTS, MI 48313

Court telephone no.
586-446-2500

Plaintiff name(s), address(es), and telephone no(s):

UNIFUND CCR, LLC
PO BOX 42730
Cincinnati, OH 45242
(877) 786-7470

Plaintiff attorney, bar no., address, and telephone no.

David A. Bader (P67307)
PO BOX 42348, CINCINNATI, OH 45242
(888) 285-6844 FAX (888) 235-6509
Email: david.bader203@gmail.com

Defendant name(s), address(es), and telephone no(s):

KASSEM H BEZIH
[REDACTED]

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or to take other lawful action with the court (28 days if you were served by mail or you were served outside this state), MCR2.111(C).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued <u>5/10/15</u>	This summons expires <u>6/15/15</u>	Court clerk <u>R. M. [Signature]</u>
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages attached to this form.

Family Division Cases

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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General Civil Cases

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:**VENUE**

Plaintiff(s) residence (include city, township, or village)

OHIO

Defendant(s) residence (include city, township, or village)

Place where action arose or business conducted

STERLING HEIGHTS, MI 48310

Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (3/08) SUMMONS AND COMPLAINT MCR2.102(B)(11), MCR 2.104, MCR 2.105, MCR2.107, MCR 2.113(C)(2)(a), (b), MCR 3.205(A)

Reflected

PROOF OF SERVICE

SUMMONS AND COMPLAINT
Case No.

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE

☐ OFFICER CERTIFICATE

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party, and that:
(notarization not required)

OR

☐ AFFIDAVIT OF PROCESS SERVER

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that:
(notarization required)

- ☐ I served personally a copy of the summons and complaint, *
- ☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,

together with

List all documents served with the Summons and Complaint

on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time
KASSEM H BEZIH	STERLING HEIGHTS, MI 48310	

- ☐ I have personally attempted to serve the summons and complaint, together with any attachments on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

Service fee \$	Miles traveled	Mileage fee \$	Total \$

Signature

Title

Subscribed and sworn to before me on _____ Date _____ County, Michigan.

My commission expires _____ Date _____ Signature: _____

Notary public, State of Michigan, County of _____ Deputy court clerk/Notary public

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

_____ on _____
Day, date, time

Signature _____ on behalf of _____

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Redacted

PROOF OF SERVICE

SUMMONS AND COMPLAINT
Case No.

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together with

List all documents served with the Summons and Complaint

on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time
KASSEM H BEZIH	[REDACTED] STERLING HEIGHTS, MI 48310	

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My commission expires _____ Date _____ Signature: _____

Notary public, State of Michigan, County of _____ Deputy court clerk/Notary public

ACKNOWLEDGMENT OF SERVICE

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on

Day, date, time

Signature _____ on behalf of _____

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

STATE OF MICHIGAN
IN THE 41A(2) DISTRICT COURT

UNIFUND CCR, LLC
PO BOX 42730
Cincinnati, OH 45242

CASE NO.
HON
COMPLAINT

Redacted

PLAINTIFF

v

KASSEM H BEZIH

STERLING HEIGHTS, MI 48310

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in:

Court

DEFENDANT

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

ATTORNEY FOR PLAINTIFF:
UNIFUND CCR, LLC

David A. Bader (P67307)
PO BOX 42348
CINCINNATI, OH 45242
(888) 285-6844 FAX (888) 235-6509
Email: david.bader203@gmail.com

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

BACKGROUND AND PARTIES

1. Plaintiff is a limited liability company whose principal place of business is located in Cincinnati, Ohio.
2. Defendant is an individual whose last known address is in this county and sufficient to establish jurisdiction and venue in this Court.
3. In November 1998, Defendant opened an account issued by original creditor CITIBANK, NA ("the Original Creditor"), original creditor account number ending in 0625 ("the Account").
4. Defendant (including any authorized users) retained the Account, and used it by purchasing goods or services, obtaining cash advances, receiving funds for overdraft protection, and/or making payments on the Account.
5. Defendant failed to pay the entire outstanding balance on the Account, which is past due.
6. On 09/16/2010, the Original Creditor charged off the Account.
7. As set forth in the attached Affidavit (Exhibit A, incorporated herein), the Account was subsequently acquired by Plaintiff, including all rights to collect the outstanding past due balance owed on the Account.
8. The current outstanding past due balance on the Account is \$1,874.23.

COUNT ONE - BREACH OF CONTRACT

9. Plaintiff incorporates the foregoing paragraphs as if fully rewritten herein.
10. By retaining and using the Account, Defendant formed a contract with the Original Creditor for such retention and use, including Defendant's agreement to pay the entire outstanding balance on the Account when due.
11. Through Defendant's retention and use of the Account, the Original Creditor performed its contractual agreement to extend credit or services to the Defendant.
12. Defendant is in breach of contract by failing to pay balance owed on the Account when due.
13. As a direct and proximate result of Defendant's breach, as to the Account, plaintiff has been damaged in the amount of \$1,874.23, plus court costs as allowed by law or in equity.

COUNT TWO - ACCOUNT STATED

14. Plaintiff incorporates the foregoing paragraphs as if fully rewritten herein.
15. In the alternative to a claim for breach of contract, and still asserting and not waiving the foregoing claim for breach of contract (Count One), the Account is due and owing to Plaintiff. The Account is stated in the attached Affidavit (Exhibit A) and any additional supporting documents attached thereto.
16. Defendant benefited from the Account by retaining and using the Account as described above.
17. Defendant has not paid the balance due and owing on the Account.
18. Plaintiff made a demand for payment from Defendant prior to the commencement of this action to no avail.
19. As a direct and proximate result of Defendant's failure to pay the amount due and owing on the Account, Plaintiff has been damaged in the amount of \$1,874.23, plus court costs as allowed by law or in equity.

COUNT THREE - PROMISSORY ESTOPPEL

20. Plaintiff incorporates the foregoing paragraphs as if fully rewritten herein.
21. Defendant unambiguously promised to pay the amounts due and owing on the Account, but failed to do so.
22. The Original Creditor relied on Defendant's promise to pay.
23. The Original Creditor's reliance on Defendant's promise was reasonable.
24. The Original Creditor relied on Defendant's promise to its detriment.
25. As a direct and proximate result of Defendant's failure to keep the promise, Plaintiff, as the Original Creditor's successor in interest, has been damaged in an amount to be proven at trial, plus court costs as allowed by law or in equity.

COUNT FOUR - QUANTUM MERUIT

26. Plaintiff incorporates the foregoing paragraphs as if fully rewritten herein.
27. In the alternative to a claim for breach of contract, and still asserting and not waiving the foregoing claim for breach of contract (Count One), the Original Creditor conferred a benefit on Defendant by extending credit or services under the Account.

28. Defendant benefited from the Account by retaining and using it in the manner described above, but has not fully paid for that benefit.
29. Plaintiff, as the Original Creditor's successor in interest, is entitled to repayment of the outstanding unpaid benefit conferred.
30. On the basis of quantum meruit or quasi-contract, Defendant has been unjustly enriched as a result of receiving the benefit of retention and use of the Account without fully paying for that benefit.
31. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff has been damaged in an amount to be proven at trial, plus court costs as allowed by law or in equity.

WHEREFORE, Plaintiff seeks the following relief:

- a. in connection with Counts One and Two, the amount of \$1,874.23;
- b. in connection with Counts Three and Four, an amount to be proven at trial;
- c. court costs as allowed by law or in equity; and
- d. judgment interest in accordance with M.C.L. 600.6013(8).

Respectfully Submitted,
David A. Bader

BY: _____

David A. Bader (P67307)

Attorney for Plaintiff

PO BOX 42348

CINCINNATI, OH 45242

(888) 285-6844

Fax: (888) 235-6509

Email: david.bader203@gmail.com

STATE OF MICHIGAN
IN THE 41A(2) DISTRICT COURT

EXHIBIT

A

UNIFUND CCR, LLC
PO BOX 42730
Cincinnati, OH 45242

CASE NO.
HON

PLAINTIFF

v

AFFIDAVIT

KASSEM H BEZIH
[REDACTED]
STERLING HEIGHTS, MI 48310

Redacted

DEFENDANT

ATTORNEY FOR PLAINTIFF:
UNIFUND CCR, LLC
David A. Bader (P67307)
PO BOX 42348
CINCINNATI, OH 45242
(888) 285-6844 FAX (888) 235-6509
Email: david.bader203@gmail.com

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ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

AFFIDAVIT

I, Pam Harbaugh, being sworn state the following:

1. I am an authorized representative of the Plaintiff, UNIFUND CCR, LLC, in this case and am authorized to make the following statements and representations.
2. I make this affidavit on personal knowledge. If sworn as a witness, I can testify competently to the facts stated herein.
3. I have reviewed the records which UNIFUND CCR, LLC keeps in connection with Defendant's the Account (the account ending in 0625), defined in the Complaint to include the Defendant's name, the account number, the Original Creditor, and the date of issuance. The account records are kept in the course of UNIFUND CCR, LLC's regularly conducted business activity. Based on my review of the Account records, the definition of the Account and additional facts set forth in the Complaint are true and correct. The amount owed by Defendant to UNIFUND CCR, LLC with respect to the Account, as of 02/17/15, is \$1,874.23.

4. When the Account was acquired by UNIFUND CCR, LLC, the balance was \$1,874.23. Following acquisition, UNIFUND CCR, LLC received payment(s) and/or credit(s) totaling \$0.00 of the balance due.
5. The bill(s) of sale and/or other assignment through which UNIFUND CCR, LLC acquired the Account is/are attached hereto as Exhibit 1.
6. In connection with the sale and assignment of the portfolio of accounts ("Portfolio") within which the Account was acquired, UNIFUND CCR, LLC received, in electronic format, an asset schedule. This schedule originated with the Original Creditor, CITIBANK, NA, and contains information on each of the Portfolio accounts, including the Account. Each line of this schedule pertains to a specific account and is referenced as the Original Data Source ("ODS") for that account.
7. The information from the asset schedule includes, but is not limited to, the debtor's name, address, social security number, credit card account number, date the Account was opened, date and amount of the debtor's last payment on the Account, and date and account balance at the time the Original Creditor charged off the Account.
8. UNIFUND CCR, LLC uploaded, without alteration, the data from this asset schedule into its proprietary computer system and retains the original asset schedule in its unaltered form.
9. In UNIFUND CCR, LLC's experience, the ODS information CITIBANK, NA provides is reliable and accurate. UNIFUND CCR, LLC imports and maintains the account information and records into its databases in the course of its regularly conducted business activity.
10. The ODS for the Account is attached hereto as Exhibit 2.
11. Certain statement(s) and/or other supporting documents Plaintiff currently has in its possession regarding the Account are attached as Exhibit 3.

BY:

Pam Harbaugh, Authorized Representative

Subscribed and sworn to before me on _____

Notary Public,

County.

My Commission expires

EXHIBIT 1

2015 MAY 11 10:58 AM
FBI - NEW YORK
100-1000000000000000000

Contract ID: UNIMU1VB062514
Document ID: 061914UNIMU1VBB1

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, dated June 25, 2014, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to Pilot Receivables Management, LLC, organized under the laws of the state of Ohio, with its headquarters/principal place of business at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated June 25, 2014, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 and the final electronic file.

Citibank, N.A.

By: 

(Signature)

Name: Patricia Hall

Title: Financial Account Manager

BILL OF SALE

THIS BILL OF SALE is effective as of December 31, 2014 between PILOT RECEIVABLES MANAGEMENT, LLC, an Ohio limited liability company ("*Assignor*"), and UNIFUND CCR, LLC, an Ohio limited liability company ("*Assignee*").

Assignor, for value received transfers, sells, conveys, grants and delivers to Assignee free, clear and unencumbered title to the Accounts described on Attachment A and all of Assignor's rights thereto effective as of December 31, 2014. The sale is without recourse to Assignor.

[PILOT RECEIVABLES MANAGEMENT, LLC]

By: Andrew Hagerman

Name: Andrew Hagerman

Title: Vice President

EXHIBIT 2

Original Data Source ("ODS") for Account ending in 0625

- * Rows preceding and succeeding the Account have been redacted to exclude information on other accounts not at issue, thereby preventing disclosure of account and personal information to an unauthorized third party.
- * Information on the Account is reproduced here in its entirety, without change, as received from the seller/issuer. However, the data line has been reproduced from a horizontal presentation of as many as 40 pages to a vertical, "wrapped text" presentation.

2015 05 08 16:16:16
15050816161616

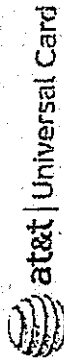
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

CONFIDENTIAL
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05/08/15 BY 60322 UCBAW/STP

CONFIDENTIAL

EXHIBIT 3

EXHIBIT 3
FILED
MAY 11 2015
FBI - NEW YORK



AT&T Universal Rewards Card

Charter Member

Minimum Payment Due: New Balance:

\$1,874.23

Payment Due Date:

10/14/2010

Payment must be received by 5:00 PM local time on the payment due date.

Late Payment Warning: If you do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$25 and your APR may be increased up to the variable Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make the minimum payment, you will pay off the balance shown up paying an additional charge. The balance shown up paying an additional charge is the balance shown up paying an additional charge. The balance shown up paying an additional charge is the balance shown up paying an additional charge.

Only the minimum payment

1 month

30

For information about credit counseling services, call 1-877-337-6468.

Date paid Amount paid Check #

Detach and follow payment instructions on reverse

Make check payable to: AT&T Universal Card

www.universalcards.com

New Balance:

\$1,874.23

Minimum Payment Due:

\$1,874.23

Payment Due Date:

10/14/2010

000000 MC 34 A 0

KASSEM H BEZIH

ATTN: ACCOUNT-CODE=CS13

DEARBORN MI 48126-2322

Print changes of address, phone number or e-mail below.

*If you provide a valid address, we may use it to extend you credit and charge. We may use it to bill you on credit and we may use it to bill you on credit and we may use it to bill you on credit.

Payment must be received by 5:00 PM local time on the payment due date.

AT&T UNIVERSAL CARD
Processing Center
Des Moines, IA 50363-0005

How to Reach Us:
1-800-423-4343

Customer Service
PO BOX 6500
ST. LOUIS, MO 63166-0500

Account Number: 0625

Account Activity
Aug 18-Sep 16, 2010

Summary of Account Activity

Previous Balance	\$1,874.23
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$1,874.23
Past Due Amount	\$495.81
AmL Over Credit Limit	\$244.23
Credit Limit	\$1,630
Available Credit	\$0
Cash Advance Limit	\$500
Available Cash Limit	\$0
Statement Closing Date	09/16/2010
Days in Billing Cycle	30

Important Changes to Your Account: We changed our fee structure. This change does not result in an increase in fees and in many cases will reduce the fees you currently pay for late and returned payments. Below, we summarize the new fee structure that began on 09/22/2010.

Late Payment Fee

For the first late payment:

Up to \$15 on balances up to \$100.00

Up to \$25 on balances of \$100.00 and over

For each additional late payment during the next six billing cycles:

Up to \$15 on balances up to \$100.00

Up to \$25 on balances of \$100.00 up to \$300.00

Up to \$35 on balances of \$300.00 and over

Return Payment Fee

Up to \$25 for the first returned payment

Up to \$29 for each additional returned payment during the next six billing cycles

If you have any questions about the impact to your account, please call 1-800-423-4343.

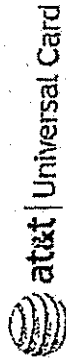
Categorized Purchase Activity

Category	Amount	Category	Amount
Air Travel	0.00	Entertainment	0.00
Automotive	0.00	Health Care	0.00
Business	0.00	Lodging	0.00
Education	0.00	Merchandise	0.00
Food & Beverage	0.00	Other Travel	0.00
Gas	0.00	Services	0.00
Gifts	0.00	Vehicle Services	0.00
Groceries	0.00		
Housing	0.00		
Insurance	0.00		
Medical	0.00		
Religion	0.00		
Utilities	0.00		
Transportation	0.00		
Travel	0.00		
Wardrobe	0.00		
Welfare	0.00		
Work-Related	0.00		

Fees	Post	Description	Amount
Sale		TOTAL FEES FOR THIS PERIOD	0.00

Interest Charged	Post	Description	Amount
		TOTAL INTEREST FOR THIS PERIOD	0.00

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AT&T Universal Rewards Card
Charter Member

Account Number
**** * 0625

How to Reach Us
1-800-423-4343
Customer Service
PO BOX 6500
SIOUX FALLS, SD 57117-6500
Access your account online: www.universalcard.com

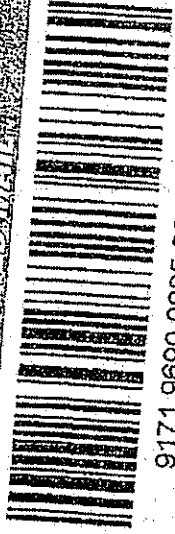
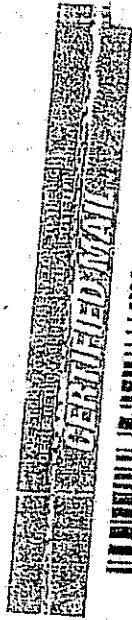
2010 Totals Year-to-Date	
Total Fees charged in 2010	\$234.00
Total Interest charged in 2010	\$197.80

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Standard Purch	29.99% (V)	\$0.00 (0)	\$0.00
Purch Prior 04/07/10	14.99% (V)	\$0.00 (0)	\$0.00
ADVANCES			
Standard Adv	29.99% (V)	\$0.00 (0)	\$0.00

Help is available! Please call the toll-free number shown above to learn about our special payment options. Please give us the opportunity to assist you.

2 of 2

UNIFUND CCR, LLC
PO BOX 42730
CINCINNATI, OH 45242



9171 9690 0935 0061 8336 68

KASSEM H BEZIH



STERLING HEIGHTS, MI 48310

785.00
4/22/15
he wants to sue H
Friday @ 9:30

FIRST-CLASS MAIL

neopost

03/27/2015

US POSTAGE

\$05.55

ZIP 45242

041113202026



Postage
Paid
Permit No. 12345

Signature on 3/20/15



48310 701060

Signature Required

Returned